

**EXHIBIT 4.7**

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**EXAMPLES OF FUNDING AGREEMENT WITH AGENCIES**

AGREEMENT BETWEEN TEHACHAPI-CUMMINGS COUNTY WATER DISTRICT  
AND BEAR VALLEY COMMUNITY SERVICES DISTRICT FOR THE  
GREATER TEHACHAPI AREA  
URBAN WATER MANAGEMENT PLAN COSTS

This agreement (the "UWMP Agreement" or "Agreement") is made this 21<sup>st</sup> day of October, 2009, by and between the Tehachapi-Cummings County Water District, hereinafter referred to as the "District" and Bear Valley Community Services District, hereinafter referred to as the "Water Purveyor."

WHEREAS, the Urban Water Management Planning Act (the "Act") (California Water Code §10610 et. seq.) requires an "urban water supplier" to prepare and adopt an urban water management plan compliant with the Act and update the plan every five years in years ending in five and zero; and

WHEREAS, the Act defines an urban water supplier as "a supplier, either publicly or privately owned, providing water for municipal purposes either directly or indirectly to more than 3,000 customers or supplying more than 3,000 acre-feet of water annually;" and

WHEREAS, the Water Purveyor will be required to have an urban water management plan when it reaches the aforementioned number of customers or annual water supply; and

WHEREAS, the Greater Tehachapi Area has four public water purveyors and one public water wholesaler which cooperate on numerous water-related issues; and

WHEREAS, the District and the four water purveyors have agreed verbally to pursue a regional urban water management plan rather than individual plans for each water purveyor in an effort to reduce overall costs; and

WHEREAS, the Act states "An urban water supplier may satisfy the requirements of this part by participation in area wide, regional, watershed, or basin wide urban water management planning where those plans will reduce preparation costs and contribute to the achievement of conservation and efficient water use;" and

WHEREAS, an urban water management plan is required in order for a water supplier to be eligible for State grants, loans and drought assistance administered by the Department of Water Resources; and

WHEREAS, an urban water management plan is considered to be a source of information for water supply assessments (SB610) and written verification of water supply (SB221); and

WHEREAS, an urban water management plan is a source document for cities and counties as they prepare their general plans;

NOW, THEREFORE, it is hereby mutually agreed by the parties hereto as follows:

ARTICLE 1. DEFINITIONS. When used in this Agreement, "Contract" shall mean the "Contract for Preparation of a Regional Urban Water Management Plan" attached hereto as Exhibit 1.

ARTICLE 2. PAYMENTS. The Water Purveyor hereby agrees to pay to the District its pro rata share of each Contract installment payment within 45 days of invoicing by the District. The Water Purveyor's pro rata share of these costs shall be equal to the percentage set forth in column 10 of the table attached hereto as Exhibit 2, and the cost thereof shall not exceed that which is provided at column 9 of Exhibit 2 absent written consent of the chief executive officer of each of the parties.

ARTICLE 3. WATER PURVEYOR RESPONSIBILITIES. The Water Purveyor hereby agrees to cooperate fully with the District and with the District's consultant by supplying all requested information and data in a timely manner and by ensuring that a management-level employee attends all meetings during the development of the urban water management plan.

ARTICLE 4. DISTRICT RESPONSIBILITIES. The District hereby agrees to manage the Contract for the mutual benefit of all plan participants, to make timely payments to the consultant pursuant to the Contract, to provide monthly updates on the progress of the plan, and to organize and publicize all meetings required during the development of the plan.

ARTICLE 5. TERMINATION OF AGREEMENT. This Agreement will terminate upon acceptance of the urban water management plan by the legislative body of the Water Purveyor and upon full and final payment pursuant to Article 2.

ARTICLE 6. NOTICES. All notices and payments that are required to be given or made by one party to the other under this Agreement shall be deemed to have been given or made if delivered personally, enclosed in a properly addressed envelope and delivered to a United States Post Office for delivery by registered or certified mail or an overnight delivery service with charges prepaid or charged to the sender's account, addressed to the recipient at the following applicable address, unless such address is changed by notice to the other party:

TEHACHAPI-CUMMINGS COUNTY WATER DISTRICT  
Attn: John Martin  
22901 Banducci Road (hand delivery)  
Tehachapi, CA 93561

P.O. Box 326 (by mail)  
Tehachapi, CA 93581

WATER PURVEYOR  
Attn: John Yeakley  
28999 S Lower Valley Rd  
Tehachapi, CA 93561

All notices that are required to be given or made to any other Water Purveyor shall be delivered in accordance with this article to the address specified in each Water Purveyor's executed copy of this Agreement.

ARTICLE 7. AMENDMENTS. This Agreement may be amended or modified only by a subsequent written agreement approved and executed by the Water Purveyor and the District.

ARTICLE 8. CONDITIONS PRECEDENT. All of the District's and the Water Purveyor's obligations under this Agreement are expressly subject to the following conditions precedent:

- (a) The legislative bodies of the District, the City of Tehachapi, Golden Hills Community Services District, Bear Valley Community Services District

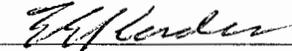
and Stallion Springs Community Services District must each approve this Agreement.

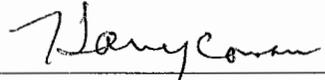
- (b) A proposal for an urban water management plan from a qualified consultant must be approved by the chief executive officer of each of the above named agencies and by the District's Board of Directors.

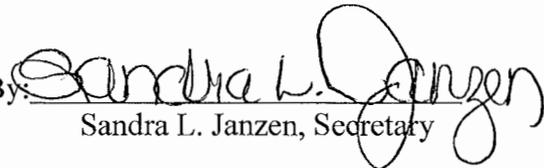
IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

WATER PURVEYOR

TEHACHAPI-CUMMINGS COUNTY  
WATER DISTRICT

By:   
Eldon Kordes, President

By:   
President

By:   
Sandra L. Janzen, Secretary

By:   
Secretary

**Contract for Preparation of a Regional Urban Water Management Plan**

To be provided by consultant/engineering firm with winning proposal  
(winning proposal to be determined by majority vote of five participating agencies)

Cost Allocation for Urban Water Management Plan  
 Assumed cost of \$80,000

Exhibit 2

Agency	1	2	3	4	5	6	7	8	9	10
	Number	% of Total	Number	% of Total	Number	% of Total	Acre Feet	% of Total	Cost	% of Total
Water Purveyors 80% share										
City of Tehachapi	1	20.0%	7,218	22.5%	2,967	23.9%	2,178	32.8%	\$19,840	24.8%
Golden Hills CSD	1	20.0%	7,434	23.2%	2,849	23.0%	1,425	21.5%	\$17,517	21.9%
Bear Valley CSD	1	20.0%	7,534	23.5%	2,883	23.3%	1,255	18.9%	\$17,122	21.4%
Stallion Springs CSD	1	20.0%	3,500	10.9%	1,220	9.8%	456	6.9%	\$9,521	11.9%
Subtotal Water Purveyors	4	80.0%	25,686	80.0%	9,919	80.0%	5,314	80.0%	\$64,000	80.0%
Tehachapi-Cummings CWD									\$16,000	20.0%
Total Cost									\$80,000	100.0%

AGREEMENT BETWEEN TEHACHAPI-CUMMINGS COUNTY WATER DISTRICT  
AND The City of Tehachapi

FOR THE GREATER TEHACHAPI AREA  
URBAN WATER MANAGEMENT PLAN COSTS

This agreement (the "UWMP Agreement" or "Agreement") is made this 21<sup>ST</sup> day of OCTOBER, 2009, by and between the Tehachapi-Cummings County Water District, hereinafter referred to as the "District" and the City of Tehachapi, hereinafter referred to as the "Water Purveyor."

WHEREAS, the Urban Water Management Planning Act (the "Act") (California Water Code §10610 et. seq.) requires an "urban water supplier" to prepare and adopt an urban water management plan compliant with the Act and update the plan every five years in years ending in five and zero; and

WHEREAS, the Act defines an urban water supplier as "a supplier, either publicly or privately owned, providing water for municipal purposes either directly or indirectly to more than 3,000 customers or supplying more than 3,000 acre-feet of water annually;" and

WHEREAS, the Water Purveyor will be required to have an urban water management plan when it reaches the aforementioned number of customers or annual water supply; and

WHEREAS, the Greater Tehachapi Area has four public water purveyors and one public water wholesaler which cooperate on numerous water-related issues; and

WHEREAS, the District and the four water purveyors have agreed verbally to pursue a regional urban water management plan rather than individual plans for each water purveyor in an effort to reduce overall costs; and

WHEREAS, the Act states "An urban water supplier may satisfy the requirements of this part by participation in area wide, regional, watershed, or basin wide urban water management planning where those plans will reduce preparation costs and contribute to the achievement of conservation and efficient water use;" and

WHEREAS, an urban water management plan is required in order for a water supplier to be eligible for State grants, loans and drought assistance administered by the Department of Water Resources; and

WHEREAS, an urban water management plan is considered to be a source of information for water supply assessments (SB610) and written verification of water supply (SB221); and

WHEREAS, an urban water management plan is a source document for cities and counties as they prepare their general plans;

NOW, THEREFORE, it is hereby mutually agreed by the parties hereto as follows:

ARTICLE 1. DEFINITIONS. When used in this Agreement, “Contract” shall mean the “Contract for Preparation of a Regional Urban Water Management Plan” attached hereto as Exhibit 1.

ARTICLE 2. PAYMENTS. The Water Purveyor hereby agrees to pay to the District its pro rata share of each Contract installment payment within 45 days of invoicing by the District. The Water Purveyor’s pro rata share of these costs shall be equal to the percentage set forth in column 10 of the table attached hereto as Exhibit 2, and the cost thereof shall not exceed that which is provided at column 9 of Exhibit 2 absent written consent of the chief executive officer of each of the parties.

ARTICLE 3. WATER PURVEYOR RESPONSIBILITIES. The Water Purveyor hereby agrees to cooperate fully with the District and with the District’s consultant by supplying all requested information and data in a timely manner and by ensuring that a management-level employee attends all meetings during the development of the urban water management plan.

ARTICLE 4. DISTRICT RESPONSIBILITIES. The District hereby agrees to manage the Contract for the mutual benefit of all plan participants, to make timely payments to the consultant pursuant to the Contract, to provide monthly updates on the progress of the plan, and to organize and publicize all meetings required during the development of the plan.

ARTICLE 5. TERMINATION OF AGREEMENT. This Agreement will terminate upon acceptance of the urban water management plan by the legislative body of the Water Purveyor and upon full and final payment pursuant to Article 2.

ARTICLE 6. NOTICES. All notices and payments that are required to be given or made by one party to the other under this Agreement shall be deemed to have been given or made if delivered personally, enclosed in a properly addressed envelope and delivered to a United States Post Office for delivery by registered or certified mail or an overnight delivery service with charges prepaid or charged to the sender's account, addressed to the recipient at the following applicable address, unless such address is changed by notice to the other party:

TEHACHAPI-CUMMINGS COUNTY WATER DISTRICT  
Attn: John Martin  
22901 Banducci Road (hand delivery)  
Tehachapi, CA 93561

P.O. Box 326 (by mail)  
Tehachapi, CA 93581

WATER PURVEYOR  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

All notices that are required to be given or made to any other Water Purveyor shall be delivered in accordance with this article to the address specified in each Water Purveyor's executed copy of this Agreement.

ARTICLE 7. AMENDMENTS. This Agreement may be amended or modified only by a subsequent written agreement approved and executed by the Water Purveyor and the District.

ARTICLE 8. CONDITIONS PRECEDENT. All of the District's and the Water Purveyor's obligations under this Agreement are expressly subject to the following conditions precedent:

- (a) The legislative bodies of the District, the City of Tehachapi, Golden Hills Community Services District, Bear Valley Community Services District

and Stallion Springs Community Services District must each approve this Agreement.

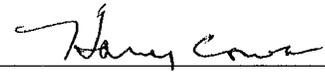
- (b) A proposal for an urban water management plan from a qualified consultant must be approved by the chief executive officer of each of the above named agencies and by the District's Board of Directors.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

WATER PURVEYOR

TEHACHAPI-CUMMINGS COUNTY  
WATER DISTRICT

By:   
\_\_\_\_\_  
Mayor

By:   
\_\_\_\_\_  
President

By: \_\_\_\_\_

By:   
\_\_\_\_\_  
Secretary

**Contract for Preparation of a Regional Urban Water Management Plan**

To be provided by consultant/engineering firm with winning proposal  
(winning proposal to be determined by majority vote of five participating agencies)

Cost Allocation for Urban Water Management Plan  
 Assumed cost of \$80,000

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Total Cost									\$80,000	100.0%

AGREEMENT BETWEEN TEHACHAPI-CUMMINGS COUNTY WATER DISTRICT  
AND GOLDEN HILLS COMMUNITY SERVICES DISTRICT  
FOR THE GREATER TEHACHAPI AREA  
URBAN WATER MANAGEMENT PLAN COSTS

This agreement (the “UWMP Agreement” or “Agreement”) is made this 15<sup>th</sup> day of October, 2009, by and between the Tehachapi-Cummings County Water District, hereinafter referred to as the “District” and Golden Hills Community Services District, hereinafter referred to as the “Water Purveyor.”

WHEREAS, the Urban Water Management Planning Act (the “Act”) (California Water Code §10610 et. seq.) requires an “urban water supplier” to prepare and adopt an urban water management plan compliant with the Act and update the plan every five years in years ending in five and zero; and

WHEREAS, the Act defines an urban water supplier as “a supplier, either publicly or privately owned, providing water for municipal purposes either directly or indirectly to more than 3,000 customers or supplying more than 3,000 acre-feet of water annually;” and

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TEHACHAPI-CUMMINGS COUNTY WATER DISTRICT  
Attn: John Martin  
22901 Banducci Road (hand delivery)  
Tehachapi, CA 93561  
P.O. Box 326 (by mail)  
Tehachapi, CA 93581

GOLDEN HILLS CSD  
Attn: Bill Fisher  
21415 Reeves Street (hand delivery)  
Tehachapi, CA 93561  
PO Box 637 (by mail)  
Tehachapi, CA 93581-0637

All notices that are required to be given or made to any other Water Purveyor shall be delivered in accordance with this article to the address specified in each Water Purveyor's executed copy of this Agreement.

ARTICLE 7. AMENDMENTS. This Agreement may be amended or modified only by a subsequent written agreement approved and executed by the Water Purveyor and the District.

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and Stallion Springs Community Services District must each approve this Agreement.

- (b) A proposal for an urban water management plan from a qualified consultant must be approved by the chief executive officer of each of the above named agencies and by the District's Board of Directors.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

WATER PURVEYOR

TEHACHAPI-CUMMINGS COUNTY  
WATER DISTRICT

By: K Cassil  
Vice President

By: Wang Crow  
President

By: Jane Baker  
Secretary

By: J. M. ...  
Secretary

Cost Allocation for Urban Water Management Plan  
 Assumed cost of \$80,000

Exhibit 2

Agency	1		2		3		4		5		6		7		8		9		10	
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AGREEMENT BETWEEN TEHACHAPI-CUMMINGS COUNTY WATER DISTRICT  
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GREATER TEHACHAPI AREA  
URBAN WATER MANAGEMENT PLAN COSTS

This agreement (the “UWMP Agreement” or “Agreement”) is made this 20<sup>TH</sup> day of October, 2009, by and between the Tehachapi-Cummings County Water District, hereinafter referred to as the “District” and Stallion Springs C.S.D., hereinafter referred to as the “Water Purveyor.”

WHEREAS, the Urban Water Management Planning Act (the “Act”) (California Water Code §10610 et. seq.) requires an “urban water supplier” to prepare and adopt an urban water management plan compliant with the Act and update the plan every five years in years ending in five and zero; and

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TEHACHAPI-CUMMINGS COUNTY WATER DISTRICT  
Attn: John Martin  
22901 Banducci Road (hand delivery)  
Tehachapi, CA 93561

P.O. Box 326 (by mail)  
Tehachapi, CA 93581

WATER PURVEYOR  
Attn: David Aranda  
27800 Stallion Springs Drive  
Tehachapi, CA 93561

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IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

WATER PURVEYOR

TEHACHAPI-CUMMINGS COUNTY  
WATER DISTRICT

By: Manda K Young  
President

By: Nancy Cron  
President

By: [Signature]

By: [Signature]  
Secretary

Cost Allocation for Urban Water Management Plan  
 Assumed cost of \$80,000

Exhibit 2

Agency	1		2		3		4		5		6		7		8		9		10	
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Tehachapi-Cummings CWD									\$16,000	20.0%										
Total Cost									\$80,000	100.0%										

**EXHIBIT 4.8**

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**LETTERS OF SUPPORT FOR THE PROJECT**

June 27, 2012

RE: Tehachapi-Cummings County Water District's 2012  
Local Groundwater Assistance Grant Application

To Whom It May Concern:

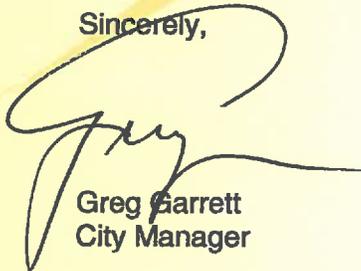
The City of Tehachapi is aware of the Tehachapi-Cummings County Water District's (TCCWD) plan to improve the groundwater management and monitoring within the Brite Valley, Cummings, and Tehachapi groundwater basins. We are also aware of the TCCWD's application for grant monies from the Local Groundwater Assistance fund through the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006. TCCWD's groundwater management, importation of State Water Project water and groundwater recharge has been vital to maintaining sufficient water supply and water quality in the area. The City of Tehachapi provides water to a community of over 8,700 people and without the TCCWD's key role in groundwater management the City would be looking at very high capital costs to provide treated water.

The City of Tehachapi has worked with the TCCWD as a member of the Water Availability Preservation Committee since its inception and recognizes that the proposed project will provide necessary groundwater quality monitoring in the years to come. The City will continue to work with the TCCWD, and will provide assistance with the proposed monitoring efforts by providing data that can be utilized in the proposed groundwater quality monitoring program.

Additionally, the City of Tehachapi obtains groundwater from the Tehachapi Groundwater Basin and we have performed groundwater quality monitoring of wells supplying our customers. The City will assist TCCWD by providing data and information that will be used to further enhance the accuracy of the groundwater quality monitoring effort.

The City of Tehachapi supports the TCCWD in their proposed project and appreciates their commitment to work with local agencies to improve the groundwater management and monitoring throughout the groundwater basins.

Sincerely,



Greg Garrett  
City Manager



21415 Reeves Street  
P.O. Box 637  
Tehachapi, CA 93581

(661) 822 3064 Tel.  
(661) 822 8284 Fax:  
[www.goldenhillscsd.com](http://www.goldenhillscsd.com)

June 28, 2012

GHCSO-12-WF-037

To Whom It May Concern:

RE: Tehachapi-Cummings County Water District's 2012  
Local Groundwater Assistance Grant Application

The Golden Hills Community Services District is aware of the Tehachapi-Cummings County Water District's (TCCWD) plan to improve the groundwater management and monitoring within the Brite Valley, Cummings, and Tehachapi groundwater basins. We are also aware of the TCCWD's application for grant monies from the Local Groundwater Assistance fund through the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006. TCCWD's groundwater management, importation of State Water Project water and groundwater recharge has been vital to maintaining sufficient water supply and water quality in the area. The Golden Hills Community Services District provides water to a community of over 8,700 people and without the TCCWD's key role in groundwater management the District would be looking at very high capital costs to provide treated water.

The Golden Hills Community Services District has worked with the TCCWD as a member of the Water Availability Preservation Committee since its inception and recognizes that the proposed project will provide necessary groundwater quality monitoring in the years to come. The District will continue to work with the TCCWD, and will provide assistance with the proposed monitoring efforts by providing data that can be utilized in the proposed groundwater quality monitoring program.

Additionally, the Golden Hills Community Services District obtains groundwater from the Tehachapi Groundwater Basin and we have performed groundwater quality monitoring of wells supplying our customers. The District will assist TCCWD by providing data and information that will be used to further enhance the accuracy of the groundwater quality monitoring effort.

The Golden Hills Community Services District supports the TCCWD in their proposed project and appreciates their commitment to work with local agencies to improve the groundwater management and monitoring throughout the groundwater basins.

Sincerely,

A handwritten signature in blue ink, appearing to read "William Fisher", with a long horizontal flourish extending to the right.

William Fisher  
General Manager



# BEAR VALLEY COMMUNITY SERVICES DISTRICT

June 29, 2012

To Whom It May Concern:

RE: Tehachapi-Cummings County Water District's 2012  
Local Groundwater Assistance Grant Application

The Bear Valley Community Services District is aware of the Tehachapi-Cummings County Water District's (TCCWD) plan to improve the groundwater management and monitoring within the Brite Valley, Cummings, and Tehachapi groundwater basins. We are also aware of the TCCWD's application for grant monies from the Local Groundwater Assistance fund through the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006. TCCWD's groundwater management, importation of State Water Project water and groundwater recharge has been vital to maintaining sufficient water supply and water quality in the area. The Bear Valley Community Services District provides water to a community of over 5,200 people and without the TCCWD's key role in groundwater management the District would be looking at very high capital costs to provide treated water.

The Bear Valley Community Services District has worked with the TCCWD as a member of the Water Availability Preservation Committee since its inception and recognizes that the proposed project will provide necessary groundwater quality monitoring in the years to come. The District will continue to work with the TCCWD, and will provide assistance with the proposed monitoring efforts by providing data that can be utilized in the proposed groundwater quality monitoring program.

Additionally, as the Bear Valley Community Services District obtains groundwater from the Cummings Groundwater Basin, the update to the Groundwater Model Study as proposed in the application is necessary to ensure a safe and reliable long-term groundwater supply. The District will assist TCCWD by providing data and information that will be used to further enhance the accuracy of the groundwater model.

The Bear Valley Community Services District supports the TCCWD in their proposed project and appreciates their commitment to work with local agencies to improve the groundwater management and monitoring throughout the groundwater basins.

Sincerely,

A handwritten signature in blue ink, appearing to read "Sandy Janzen", is written over the word "Sincerely,".

Sandy Janzen for John Yeakley, GM  
Assistant General Manager



# STALLION SPRINGS COMMUNITY SERVICES DISTRICT

RECEIVED

JUL 2 2012

TEHACHAPI CUMMINGS  
COUNTY WATER DISTRICT

To Whom It May Concern:

RE: Tehachapi-Cummings County Water District's 2012  
Local Groundwater Assistance Grant Application

The Stallion Springs Community Services District (SSCSD) is aware and supportive of the Tehachapi-Cummings County Water District's (TCCWD) plan to improve the groundwater management and monitoring of the Brite Valley, Cummings, and Tehachapi groundwater basins. We are very supportive of the TCCWD's application for grant monies from the Local Groundwater Assistance fund through the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006.

The District's groundwater management; importation of State Water Project water; and groundwater recharge program has been vital to maintaining sufficient water supply and water quality in the area. The Stallion Springs Community Services District provides water to a community of over 2,800 people. TCCWD plays an important role in managing the groundwater basin which serves our residential community. Without their active participation in groundwater management, SSCSD would be looking at very high capital costs to provide treated water.

Since the establishment of the area's Water Availability Preservation Committee, the Stallion Springs Community Services District has worked with the TCCWD on groundwater management issues. SSCSD believes that the proposed project will provide vital information via groundwater quality monitoring for years to come. SSCSD will continue to partner with the TCCWD, and will contribute assistance with the proposed monitoring efforts by providing data that can be integrated into the proposed groundwater quality monitoring program.

Additionally, because the Stallion Springs Community Services District pumps groundwater from the Cummings Groundwater Basin, the update to the Groundwater Model Study, as proposed in the application, is necessary to ensure a safe and reliable long-term groundwater supply for Stallion Springs and other area communities. SSCSD will support TCCWD by providing data and information to further enhance the accuracy of the groundwater model.

The Stallion Springs Community Services District endorses the TCCWD in their proposed project and appreciates their commitment to work with local agencies to improve the groundwater management and monitoring throughout the groundwater basins.

Sincerely,

Mary Beth Garrison  
General Manager